

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
(Alexandria Division)

SANDY SPRING BANK

Plaintiff

v.

TOP FLIGHT AIRPARK OFFICE
LIMITED PARTNERSHIP *et al.*

1:18CV521 TSE/IDD

Defendants

**AFFIDAVIT OF BARRIE M. PETERSON
PURSUANT TO RULE 56 (d)**


I, Barrie M. Peterson, being duly sworn, do hereby state as follows:

1. I am over 18 years of age and am competent to testify.
2. I am the president of the general partner of Top Flight Airpark Office Limited Partnership ("Top Flight").
3. I am also the president of the general partner of First Flight Limited Partnership ("First Flight").
4. I had an understanding with George Connors, the then-President of WashingtonFirst Bank, that all late charges would be waived when the loan was brought current. Mr. Connors reiterated that statement to me on multiple occasions, even after the entry of the Third Cash Collateral Order entered on December 12, 2017.
5. I have tried to communicate with Mr. Connors and obtain his cooperation.
6. When I last called Mr. Connors, in May 2018, he stated that he could not speak to me and terminated the telephone call.
7. Due to the short time that this case has been pending, my attorney has not had the opportunity to conduct discovery of Mr. Connors or Sandy Spring Bank with respect to the waiver of late fees.

I hereby declare under penalty of perjury that the contents of the forgoing affidavit are true and correct.

Date:

June 19, 2018


Barrie M. Peterson